

The Commonwealth of Massachusetts

Office of Campaign & Political Finance

One Ashburton Place, Boston 02108

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A0-13

*Vernis J. Duffin
Director*

August 31, 1982

Timothy A. Bassett
State Representative
Committee on Commerce & Labor
House of Representatives
State House
Boston, MA 02133

Dear Representative Bassett:

On August 5, 1982, I issued an Opinion to you in which I stated, "In conclusion, it is my opinion that your political committee may enter into the Commercial Term Lease Agreement for Office Products, which you have submitted to me, with the Xerox Store, agent for the Xerox Corporation, in order to lease a word processor/computer for political campaign purposes, subject to the above-described limitations." You have now asked for my opinion as to whether you signing the lease agreement on your own personal behalf, as guarantor for the Committee to Re-elect Timothy Bassett, impacts on my opinion on this matter, pursuant to M.G.L. c. 55.

As Guarantor, you are undertaking an obligation to answer for the performance of the duties of the political committee pursuant to the Commercial Term Lease Agreement, should the Committee default under that Agreement. The Guaranty Agreement between you and the Xerox Store appears to be a collateral arrangement, and as such does not fundamentally change the nature of the Lease Agreement. Rather, the political committee remains the primary debtor in the Commercial Term Lease Agreement, and the benefits of the Agreement would still inure to the political committee.

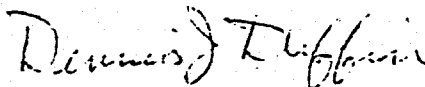
M.G.L. c. 55, section 7 provides that, "Any candidate may...make expenditures without limitation for the purposes of his own campaign and may make campaign contributions with limitation for the benefit of non-elected political committees organized on his behalf." While as a candidate you may make expenditures for the purposes of your own campaign, section 2 provides for the manner in which candidate expenditures must be reported to this office. This would require you to file a candidate's report here, which would be in addition to the reports filed by the political committee organized to promote your candidacy. However, you may elect to have your political committee receive all contributions and make all expenditures on behalf of your campaign. You should then, in the event that the Committee to Re-elect Timothy Bassett is unable to perform its duty to pay under the Commercial Term Lease Agreement, make a contribution to the committee who can then make the expenditure to the Xerox Store. In this manner, all of the needed transactions would pass through the political committee, and would be reportable by it.

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In conclusion, it is my opinion that the Committee to Re-elect Timothy Bassett may enter into the Commercial Term Lease Agreement with the Xerox Store as I previously stated, and that you may enter into a Guaranty Agreement with the Xerox Store for the Committee to Re-elect Timothy Bassett.

As I informed you in my August 5, 1982 Opinion, and as applies to this letter as well, they have been rendered solely on the basis of the facts presented, and respond only to the current arrangements for acquisition and use of a word processor/computer by your political committee. I reserve any opinion as to any other matters which may arise as a result of this acquisition, including but not limited to, the exercising of the Option to Purchase, as contained in the Commercial Term Lease Agreement. Any questions concerning the disposition or purchase of the word processor/computer, or its use, should be specifically addressed to this office at the appropriate time.

Very truly yours,



Dennis J. Duffin
Director

DJD/rep